

**FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF PROPERTY**

**WHEREAS**, Boeing Realty Corporation, a California corporation, as seller ("Seller") and Saeed Yousefian, as buyer ("Buyer") entered into that certain Agreement for Purchase of Real Property and Escrow Instructions dated as of January 12, 2000 (the "Agreement");

**WHEREAS**, Buyer desires to confirm its removal of certain contingencies in favor of Buyer under the Agreement, and has requested that Seller modify the Agreement, as more particularly hereafter set forth; and

**WHEREAS**, Seller is willing to modify the Agreement, but only on the terms and conditions hereafter set forth;

**NOW, THEREFORE**, the parties agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meaning(s) ascribed to same under the Agreement.
2. Buyer acknowledges and agrees that
  - (a) Buyer has previously removed its condition precedent to Closing under Agreement paragraph 4.2 (subject to Buyer's receipt of the Title Policy at Closing); and
  - (b) Buyer has previously removed its condition precedent to Closing under Agreement paragraph 4.3
3. Provided that Buyer fully and timely satisfies the condition precedent set forth in Section 4 below, Seller and Buyer hereby agree to modify the

Agreement as follows: the Closing Date under the Agreement is hereby modified to be on or before April 4, 2000.

4. Seller's obligations and agreements under this Amendment are subject to Buyer having delivered to Seller an additional \$25,000 on or before March 28, 2000, which \$25,000 shall be added to the Deposit (making the total Deposit under the Agreement \$125,000). If Escrow fails to close due to Buyer's breach of the Agreement, the Deposit (as so increased) shall be retained by Seller as Liquidated Damages under the Agreement. If Escrow fails to close due to failure of any condition(s) to Closing or due to Seller's breach, then the Deposit (as so increased), less one-half of all title and Escrow charges, except as otherwise provided in the Agreement, shall be returned to Buyer.

5. Buyer and Seller acknowledge and agree that time is of the essence under the Agreement, and especially as regards the Closing Date. Buyer acknowledges and agrees that Seller shall be under absolutely no obligation to enter into any further extension(s) or modification(s) of the Agreement. Buyer and Seller agree to use diligent and reasonable efforts to close Escrow before April 4, 2000.

6. Except as expressly modified hereby, each, every and all terms and conditions of the Agreement shall continue in full force and effect. In the event of any

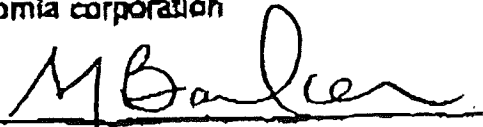
express conflict between the terms of the Agreement and the terms hereof, the terms hereof shall prevail.

Dated as of March 27, 2000

SELLER:

BOEING REALTY CORPORATION, a  
California corporation

By



STEPHEN J. BARKER

Its

DIRECTOR-BUSINESS OPERATIONS

BUYER:



Saeed Yousefian